



Sept. 3, 2020

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) #67-106.

All questions regarding this RFA must be directed by e-mail to awaters@pa.gov, no later than 12:00 p.m. on Oct. 1, 2020. All questions must include the specific section of the RFA about which the potential applicant is questioning. Answers to all questions will be posted at www.emarketplace.state.pa.us. Click on 'Solicitations' and search for the above RFA number.

Please submit one application, (Part 2 of this RFA) by email to RA-DHHEALTH_DEPT_DOC@pa.gov. Applications must be received no later than 1:30 p.m. on **Oct. 15, 2020**.

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

Please type "APPLICATION ENCLOSED RFA #67-106" as the subject line of your email submission.

We expect that the evaluation of applications and the selection of Grantees will be completed within eight weeks of the submission due date.

Sincerely,

Lori Diehl
Director
Office of Procurement

Enclosure

Request for Application

Maternal and Child Health Workforce Development

RFA Number

67-106

Date of Issuance

Sept. 3, 2020

Issuing Office: Pennsylvania Department of Health
Office of Procurement
Room 816, Health and Welfare Building
625 Forster Street
Harrisburg, Pennsylvania 17120-0701

RFA Project Officer: Aerielle Waters
Pennsylvania Department of Health
Bureau of Family Health
Division of Bureau Operations
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Maternal and Child Health Workforce Development

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Application Forms and Attachments

- I. Cover page
- II. Certifications
- III. Work Statement
- IV. Budget Template is downloadable and is attached for completion of the budget request.

Any Grant resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are listed below:

- Payment Provisions (Rev. 5/12)
- Program Specific Provisions
- Standard General Terms and Conditions (Rev. 2/15)
- Audit Requirements (Rev. 7/13)
- Commonwealth Travel and Subsistence Rates (Rev. 4/12)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Pro-Children Act of 1994 (Rev. 12/05)
- Maternal and Child Health Block Grant Provisions (Rev. 12/05)

PART ONE

Maternal and Child Health (MCH) Workforce Development

General Information

A. Information for Applicants

1. Background Information

The Pennsylvania Department of Health (Department) is responsible for administering the Title V Maternal and Child Health (MCH) Services Block Grant for Pennsylvania. The Title V Block Grant program was established as part of the 1935 Social Security Act and is administered at the Federal level by the Health Resources and Services Administration (HRSA). The mission of the Title V Block Grant is to improve the health and well-being of the nation's mothers, infants, children and youth, including children and youth with special health care needs, and their families.

In 2019, the Department became accredited by the Public Health Accreditation Board (PHAB). Critical to the PHAB accreditation standards is addressing the 10 Essential Public Health Services and Core Functions via the maintenance of a competent public health workforce. As per the PHAB standards, a competent public health workforce dictates the effectiveness of services and programs and influences the populations' understanding of public health. The Title V Block Grant also specifically identifies Informing and Educating the Public and Maintaining the Public Health Work Force as MCH Essential Services.

Key to the application of programming to MCH population health is an understanding of the services and systems that shape the health of the most vulnerable of the MCH population. The Department is committed to strengthening its staff and partners' capacity around data-driven, evidence-based decision making and creating a baseline knowledge of public health concepts and topics, including health equity and the social determinants of health, to more effectively implement programs and evaluate program impact for MCH populations in Pennsylvania.

Through this RFA process, the Department is soliciting MCH Workforce Development Grant applications from institutions and organizations. The Department is interested in funding Grant applications to develop and deliver online and in-person educational sessions for the MCH workforce. The overall goal of this funding is to improve capacity around public health concepts and topics, including health equity and the social determinants of health, among Department staff and partners. The anticipated Grant Agreement term is Jan. 1, 2021 to June 30, 2023 subject to the availability of funding. Pending availability of funds, the Department may award one Grant Agreement.

At the Department's discretion and by letter notice, the Department may renew this Grant Agreement for the following term: two one-year renewals.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement as follows:
 - a) At the Grant Agreement's original terms or conditions; or
 - b) To increase or decrease the Grant amount or salaries, hourly wages or fringe benefits to

reflect cost increases so long as that increase does not exceed 5% of the original amount or rates. Nothing in this subparagraph is intended to permit an alteration in the scope of work of the original Agreement in the renewal; or

- c) To include the increase or decrease in work or change to amount, salaries, wages, or fringe benefits included in an amendment to the original Grant Agreement, including SAFs, Funding Reduction Change Orders, Budget Revisions, or formal Amendments. The increase or decrease of work shall be limited to deliverables established in the amendment. Nothing in this paragraph shall be read to permit the scope of work of the Grant Agreement to be changed.
2. The Department is not obligated to increase the amount of the Grant award.
 3. Any renewal terms are subject to the other provisions of this Grant Agreement, and the availability of funds.

Applications are welcomed from not-for-profit 501(c)(3) organizations, city or county government agencies, community-based health or human service agencies, colleges or universities, or any organization with a direct connection to training on MCH related topics. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section B.

This RFA provides interested not-for-profit institutions and organizations with information to prepare and submit applications to the Department. Questions about this RFA can be directed to Aerielle Waters at aewaters@pa.gov, no later than 12:00 p.m. on Oct. 1, 2020. Answers to all questions will be posted at www.emarketplace.state.pa.us. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania providers are required to enroll in the SAP system. Applicants may enroll at www.vendorregistration.state.pa.us/ or by calling toll free at 1-877-435-7363 or locally at 717-346-2676.

B. Application Procedures

1. General

- a) Applications must be received by the Department by the time and date stated in the cover letter. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which applications are to be returned is closed on the application response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Department otherwise notifies Applicants. The hour for submission of applications shall remain the same. The Department will reject any late applications.

- b) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted on the DGS website.
- c) The decision of the Department with regard to selection of applicants is final. The Department reserves the right to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- d) Awarded applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by the Grantee throughout the life of the Grant using funding from this Grant must acknowledge the Department as the granting agency, and be approved in writing by the Department.
- e) Applicants who plan to participate in collaborative activities must include, as attachments to the application, signed letters of commitment or memorandums of understanding (MOUs)/memorandums of agreement (MOAs) to demonstrate collaborative activities.

2. Evaluation of Applications

All applications meeting stated requirements in this RFA, and received by the designated date and time, will be reviewed by a committee of qualified personnel selected by the Department. The Review Committee will recommend applications that most closely meet the evaluation criteria developed by the Department. If the Review Committee needs additional clarification of an application, Division of Bureau Operations staff and staff from the Office of Procurement will schedule an oral presentation, either in person or via a conference call, or assign a due date for the submission of a written clarification, or both.

Evaluation criteria used by the Review Committee, include:

1. Statement of the Problem
2. Design and Implementation
3. Performance Measures
4. Timeline
5. Capabilities and Competencies
6. Budget Detail and Budget Narratives

3. Awards

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department. Unsuccessful applicants may request a debriefing. This request must be in writing and must be received by the Division of Bureau Operations within 30 calendar days of the written official notification of the status of the application. The Division of Bureau Operations will determine the time and place for the debriefing. The debriefing will be conducted individually by

Division of Bureau Operations staff. Comparison of applications will not be provided. Applicants will not be given any information regarding the evaluation other than the position of their application in relation to all other applications and the strengths and weaknesses in their individual application.

4. Deliverables

- a) The awarded applicant shall develop and provide online and in-person trainings to be provided to the Department, vendors of the Department, and other MCH professionals and practitioners. The awarded applicant shall subcontract to develop and deliver online trainings and in-person trainings on topics requested for which they do not have sufficient expertise. Trainings shall be developed and delivered on topics requested by and at the discretion of the Department.

Topics for the trainings shall fall into two major categories. The first category of trainings includes Core Competencies for public health professionals which are considered foundational and, in addition to being individual training topics, will pervade all trainings. These trainings will be identified by the Department and may include, but are not limited to:

1. Cultural Competency (individual topics determined at the discretion of the Department and may include: Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ) Cultural Competency, Health Equity, Social Determinants of Health, and Undoing Racism)

The second category of trainings shall include trainings identified by the Department as ad hoc trainings, which are necessary to improve the functioning of specific programs and services. These trainings shall focus on the stated topic but will be rooted in the competencies developed through the above core trainings (first category). Ad hoc trainings shall include, but are not limited to:

2. Children with Special Health Care Needs (CSHCN) (individual topics determined at the discretion of the Department and may include: life-course for CSHCN, Reproductive Health and CSHCN, Bullying, Family Engagement, Self-Advocacy and Youth Leadership, Navigating Systems and Disability and Disenfranchised Populations);
 3. Newborn Screening (individual topics determined at the discretion of the Department and may include: education and awareness, and care management);
 4. Motivational Interviewing and Trauma Informed Care;
 5. Long Acting Reversible Contraceptives (LARCs) and Reproductive Justice;
 6. Lead Testing in Children and Lead Poisoning Prevention;
 7. Home Visiting for MCH populations;
 8. Engaging Client Input into Program Planning;
 9. Data Collection and Program Evaluation; and
 10. Continuous Quality Improvement for Public Health Programs.
- b) The awarded applicant shall provide a minimum of 10 total in-person trainings per year, on a minimum of two topics. Additionally, the awarded applicant shall provide three online trainings on three different topics per year at the discretion of the Department. Newly

developed trainings shall be provided beginning in the second year of the Grant Agreement, and the first six months of funding shall be dedicated to start-up activities or training which has already been developed or appropriated. In collaboration with the awarded applicant, the Department will determine the minimum number of participants for the training and training format (in-person or on-line, or both) and the length of the trainings.

- c) The awarded applicant shall have the ability to provide continuing education credits (CEUs) for both online training modules and in-person trainings as requested by the Department. This shall include CEUs for nursing.
- d) The awarded applicant shall promote the online and in-person trainings to appropriate individuals and organizations to garner attendees when requested by the Department.
- e) The awarded applicant shall be responsible for arranging and providing all in-person training logistics, including but not limited to, meeting space, necessary training equipment and supplies, and food when necessary.
- f) The awarded applicant shall notify the Department of the dates and logistics of the in-person training a minimum of 60 calendar days prior to the training.
- g) The awarded applicant shall collect sign-in sheets at all in-person trainings and submit them to the Department within 14 calendar days of the training.
- h) The awarded applicant shall include the following with each in-person training:
 - 1. Learning objectives and assessment items;
 - 2. A pre-learning assessment to test the knowledge of learners prior to the training;
 - 3. A post-learning assessment to test the knowledge of learners following the training; and
 - 4. A form for participants to evaluate the effectiveness of the training and trainer which shall be used for continuous quality improvement.
- i) The awarded applicant shall create online training modules that are Shareable Content Object Reference Model (SCORM) 1.2 compliant and run in TRAIN PA. SCORM 1.2 requirements can be found at: <https://adlnet.gov/projects/scorm-1-2/>.
- j) The awarded applicant shall include the following for each online training module developed:
 - 1. Learning objectives and assessment items;
 - 2. A pre-learning assessment that tests the knowledge of the learner prior to completing the online module;
 - 3. Multiple learning formats, including reading, auditory, and visual cues to enhance knowledge retention by the learner;
 - 4. Graphical elements, including images, tables and charts;
 - 5. A tutorial screen and help button to assist learners who may be unfamiliar with the use of an e-learning module. The tutorial shall explain the navigation and

functioning of the module and the help button shall return the learner to the tutorial screen at any time throughout the module; and

6. A post-learning assessment that tests the knowledge of the learner after completing the online module. A passing score on the post-learner assessment must be achieved by all learners prior to being awarded course completion and CEUs. A passing score shall demonstrate that the learner has successfully gained the correct level of knowledge from the online module. Applicants who do not achieve a passing score shall be redirected back to the online learning module to review missed information.
- k) The awarded applicant shall have the ability to include the following in online training modules:
1. “Self-checks” to allow learners to evaluate their knowledge of content;
 2. Interactive questions and activities to aid learning including:
 - i. Drag and drop exercises where the learner clicks an item and matches it to an associated item by dragging it to the appropriate location on the screen;
 - ii. Various question types, including multiple choice, multiple answer, fill-in-the-blank, matching, and true/false responses;
 - iii. Timeline activities where the learner is provided a timeline of events and can individually click each event to learn more; and
 - iv. Interactive charts and graphs which reveal additional information to the learner as they click and interact with the graphical elements.
 3. Video sequences, using either live action video or animated images depending upon the needs of the content and the instructional goal for the content being covered.
- l) The awarded applicant shall provide the Department with a list of registrants and attendees for each online training module, if requested.
- m) The awarded applicant shall use a responsive design software which allows modules to be viewed on laptop or desktop computers, as well as on mobile devices.
- n) The awarded applicant shall have the ability to translate trainings and training materials when necessary and as requested by the Department.
- o) The awarded applicant shall submit content of all online and in-person trainings to the Department for review and written approval prior to finalizing the training.
- p) The awarded applicant shall evaluate the pre-learning assessments compared to the post-learning assessments for each online module and in-person training and use the results for continuous quality improvement and submit them to the Department within 14 calendar days of the training. If needed, the awarded applicant may be required to submit a plan to modify trainings due to ineffectiveness.

5. Reporting Requirements

- a) The awarded applicant shall be required to submit quarterly written reports to the Department within 30 calendar days of the quarter ending. Quarterly reports shall include a

narrative detailing the activities that have been completed with Grant funding and data on the number of individuals completing each online module and in-person training available during the reporting period. The report shall include results of pre-learning and post learning assessments for all in-person and online training that took place.

- b) The awarded applicant shall be required to submit a written year-end report to the Department within 45 calendar days following the end of each state fiscal year of the Grant Agreement. The year-end report shall, at a minimum, identify if activities are proceeding according to the project plan and explain any deviations from the project plan. The report shall include a summary of data from the pre- and post-learning assessments. Any changes to the scope or methodology of the project during the term of the Grant Agreement must be approved in writing by the Department.
- c) The awarded applicant shall be required to submit a final written report to the Department within 60 calendar days after the close of the Grant Agreement. The final report shall summarize progress in accomplishing proposed tasks, obstacles to achieving goals, and actions taken to overcome obstacles.
- d) The awarded applicant shall be required to respond to additional request for reports or data, as determined by the Department.
- e) The awarded applicant shall be required to request written approval from the Department prior to any changes in key personnel. Key personnel are defined as any personnel the applicant deems necessary to accomplish the deliverables.

C. Application Instructions and Required Format

1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one application (Part Two of this RFA), by email to RA-DHHEALTH_DEPT_DOC@pa.gov.
- b) The application must be received by the date and time specified in the cover letter. Applicants should consider that technical difficulties could arise and allow sufficient time to ensure timely email receipt. **(Late applications will be rejected, regardless of the reason).**
- c) Please note there is a 10MB size limitation per email. If the application exceeds 10MB, zip the file to reduce the size or submit multiple emails so the entire application is able to be received.
- d) The application must be submitted using the format described in subsection 2, below – Application Format.

- e) The Certifications Form must be completed and signed by an official authorized to bind the organization to the application.
- f) The work statement narrative must not exceed **15** pages. Letters of commitment, MOUs/MOAs, resumes or curriculum vitae and other attachments to support the work statement narrative are not included in the 15-page limit.

Applicants are strongly encouraged to be brief and clear in the presentation of ideas.

2. Application Format

Applicants must follow the format as described below to complete Part Two of this RFA. Applications must be typewritten on 8 ½” by 11” paper, with a font size no smaller than 10 point and margins of at least ½ inch.

- a) **Cover Page** – Complete the form.
- b) **Certifications Form** – The Certifications Form must be completed and signed by an official authorized to bind the organization to the application.
- c) **Work Statement** – Provide a narrative description of the proposed methodology addressing the following topics:
 - 1) **Statement of the Problem:** Applicants shall demonstrate an understanding of inequities within the health system and health disparities among the Title V population. Applicants shall describe the need for training on the topics listed in Section B.4.a). Applicants shall also explain the importance of MCH workforce development and an understanding of how it will improve services to Pennsylvania families.
 - 2) **Design and Implementation:** The applicant shall detail how the project will operate throughout the Grant Agreement. Applicants shall describe the following:
 - a. The organization’s ability and plan for creating online training modules that are SCORM 1.2 compliant.
 - b. The methods that will be used to promote the completion of online and in-person trainings by appropriate MCH staff and other MCH professionals and practitioners in the community.
 - c. Potential barriers and how the applicant shall respond to and overcome these barriers as part of a continuous quality improvement process.
 - d. The organization’s ability and plan for creating and delivering in-person trainings that meet the needs of various audiences (for example, MCH staff, and other MCH professionals and practitioners).
 - e. Subcontractors that may be utilized who shall be experts in the training topics. Applicants shall plan to utilize subcontractors or participate in collaborative activities on topics requested for which they do not have sufficient expertise. Applicants shall demonstrate their ability to collaborate with partners or

subcontractors and their ability to create and manage subcontracts. Applicants who have already identified subcontractors shall include, as attachments to the application, signed letters of commitment or MOUs/MOAs to demonstrate collaborative activities.

- 3) **Performance Measures:** The application shall explain how the applicant will collect and report data for the required reports outlined in Section B.5. and Section B.4.p). Applicants shall explain ongoing strategies for monitoring the impact and quality of online learning modules and in-person trainings to identify and solve problems. Applicants shall address how they will measure learner satisfaction and utilize the data to continuously improve services.
- 4) **Timeline:** The application shall include a timeline for development and implementation of both online and in-person trainings, including the provision of CEUs. The applicant shall include a timeline for becoming an approved course provider on TRAIN PA.
- 5) **Capabilities and Competencies:** The applicant shall include a description of the characteristics and qualifications of the organization(s) that will be creating and delivering the trainings. The applicant shall also address the organization's history developing and delivering workforce development trainings.

Additionally, the following information shall be included in the narrative:

- a. A description of the organization's structure and operations:
 - b. The organization's history developing and delivering trainings for the community, as well as experience developing in-person and online trainings. Demonstrated ability to conduct in-person and online trainings that reflect adult learning principles. If the organization has experience with providing CEUs, it shall be noted in the application:
 - c. Demonstrated ability to work in racially and ethnically diverse settings or to collaborate with agencies with such experience. Bilingual services are desired. Demonstrated ability to work successfully with individuals of diverse sexual orientations and gender identities or to collaborate with agencies with such experience:
 - d. A description of the organization's experience and ability to work collaboratively with public funding sources, such as county, state, or Federal governments; and,
 - e. A description of the roles and responsibilities of project staff, including details about qualifications and language capacity as appropriate. Applicants should list any potential partners, subcontractors, Grantees, consultants, or any other individuals who will be working on tasks related to this RFA.
- d) **Budget Detail and Budget Narrative** – Use the downloadable format to present the budget request. Instructions regarding completion of the budget can be found in the last worksheet of the downloadable excel budget file. The anticipated Grant Agreement term is Jan. 1, 2021 to June 30, 2023. The overall 30-month budget for the application shall not exceed \$1,200,000.00. The budget needs to contain an Overall Summary in addition to a Summary

with Budget Details for each year. Applicants shall allocate funding in the first nine-month period (Jan. 1, 2021 to June 30, 2021) to start-up activities, including but not limited to: establishing subcontracts, reviewing SCORM 1.2 and TRAIN PA requirements, and other initial work. Trainings which have already been developed or appropriated may be provided in the first nine-month period.

Overall Summary	Jan. 1, 2021 to June 30, 2023	Maximum \$1,200,000.00
Year 1 Summary	Jan. 1, 2021 to June 30, 2021	Maximum \$400,000.00
Year 2 Summary	July 1, 2021 to June 30, 2022	Maximum \$400,000.00
Year 3 Summary	July 1, 2022 to June 30, 2023	Maximum \$400,000.00

Applicants shall include a narrative which justifies the need to allocate funds for items in the spreadsheet of the itemized budget and demonstrates how they will maximize cost effectiveness of Grant expenditures. Applicants shall also explain how all costs are calculated, how they are relevant to the completion of the proposed project, and how they correspond to the information and figures provided in the Budget Detail Summary.

See the Budget Definitions section below for more information.

3. Budget Definitions

Personnel: This budget category shall identify each position by job title, hourly rate, and the number of hours per year allocated to the project. Fringe benefits are to be shown as a separate line item by percentage and shall include a detailed listing of the benefits being covered.

Consultant Services: This budget category shall identify the services to be provided by each consultant including hourly rate and number of hours to be utilized under this Grant Agreement.

Subcontract Services: This budget category shall identify the services to be provided by each subcontractor under this Grant Agreement.

Patient Services: This budget category shall reflect funding dedicated for patient services.

Equipment: This budget category shall reflect the actual or projected cost of any equipment \$5,000 or greater. Justification for the purchase of any equipment must be included. Purchase of equipment is not a priority of the Department.

Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and facsimile machines valued at less than \$5,000, needed to support this project.

Travel: This budget category shall include anticipated expenditures for travel including mileage, hotels and meals.

Other: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories such as telephone, printing, postage, and indirect costs (overhead, general,

and administrative). Indirect rates cannot exceed the provider's Federally approved indirect cost rate schedule. In the description area under OTHER COSTS, include the % that the rate reflects, identify the budget categories to which the rate was applied, and list the specific items that the indirect is paying for.

PART TWO

Pennsylvania Department of Health
Bureau of Family Health
Division of Bureau Operations

Maternal and Child Health Workforce Development

Request for Applications (RFA) #67-106



COVER PAGE
Maternal and Child Health Workforce Development
RFA #67-106

Applicant Name: _____
(Organization or Institution)

Type of Legal Entity _____
(Corporation, Partnership, Professional Corporation, Sole Proprietorship, etc.)

Federal I.D.#: _____ **Grant Amount:** \$ _____

SAP Vendor #: _____

Address: _____

City _____ **County** _____ **State** _____ **Zip Code** _____

Application Contact Person: _____

Title: _____

Telephone No.: _____ **Fax:** _____ **E-mail:** _____

Title of Project: _____

CERTIFICATIONS

1. Certification Regarding Debarment and Suspension

- a. The Contractor certifies, in writing, for itself and all its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the Federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other Agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

IF THE CONTRACTOR INTENDS TO USE ANY SUBCONTRACTORS, LIST THEIR NAMES(S), ADDRESS(ES), AND FEDERAL IDENTIFICATION OR SOCIAL SECURITY NUMBER(S) IN THE SPACE BELOW.

2. Certification Regarding Application/Proposal/Bid Validity

This application/proposal/bid shall be valid for a period of 60 days following the time and date designated for bid opening of applications/proposals/bids received in response to this Request for Application/Request for Proposal/Invitation for Bid #67-106.

BY SIGNING BELOW, THE APPLICANT, BY ITS AUTHORIZED SIGNATORY, IS BINDING ITSELF TO THE ABOVE TWO CERTIFICATIONS.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	ADDRESS OF ORGANIZATION
DATE SUBMITTED	CONTRACTOR'S FEDERAL I.D. OR S.S. NUMBER

Work Statement

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2c Work Statement for completion instructions.

Budget Template

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2d Budget for completion instructions.

RFA # 67-106

PAYMENT PROVISIONS

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 - 3. An original invoice shall be sent by the Contractor directly to the address as listed in Attachment 1 to this Appendix. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer.
 - 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.
 - iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for

approval prior to the submission of the next invoice based on these changes.

- v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase staff personnel or fringe benefit line items unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase rates and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position at the existing rates. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to a position may exceed 10% of the original rate.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to increase rates and reallocation of funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to an addition or change may exceed 10% of the rate for the original position.
 - iii. The Department's determination regarding the validity of any justification is final.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary based on the employer's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.
6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract

have been performed or delivered in a manner acceptable to the Department.

7. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.
 - a. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - b. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - d. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.

PROGRAM SPECIFIC PROVISIONS**I. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.**

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 2/15) in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- G. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the

Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- H. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- I. The Granter's and each subgrantee's, Contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- J. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

II. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT.

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 2/15) in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, The Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity,

Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.

- F. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Section II, Additional Provisions Relating To Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

III. MINIMUM PERSONAL COMPUTER HARDWARE, SOFTWARE, AND PERIPHERALS REQUIREMENTS (REV. 1/19)

In accordance with the Department's Bureau of Informatics and Information Technology standards:

- A. The Contractor shall adhere to the minimum specifications for all personal Computer purchases or leases made with funds involved with this Contract. The Department's standards are specifically addressed in paragraph D below.
- B. If the Contractor has an exclusive vendor, obtained through a competitive bidding process, from whom all office equipment and related items are purchased, the Contractor shall utilize said vendor. If such exclusive vendor is not used by the Contractor, then three competitive price estimates shall be procured and documented by the Contractor before the personal computer hardware and software shall be purchased. A letter stating which of the above methods is used to satisfy this requirement shall be forwarded to the program staff at the Department within 30 days of the aforementioned purchase. This section supersedes Paragraph 37A of the incorporated document entitled, "Standard General Terms and Conditions" (Grant Agreement) or Paragraph 24A of the incorporated document entitled, "Additional Contract Terms and Conditions" (Contract Agreement).
- C. The Contractor shall be responsible for returning any personal computer hardware, software, and peripherals to the Department within 120 days of the Contract's termination. Should the parties agree to extend the Contract term, or enter into a new Contract, either of which shall only be evidenced by further written agreement, the Contractor may be allowed to continue to maintain possession of said equipment at the Department's discretion.
- D. The parties agree that during the Contract term, the minimum computer configurations shall be in accordance with the current Commonwealth minimum personal computer configurations in effect at the time of the computer purchase to ensure compatibility with the Commonwealth network. The minimum personal computer configurations are as follows:

Intel Core i7-7700 Processor (8M Cache, up to 4.20 GHz)
8 Gigabytes (GB) of RAM
256 Gigabytes (GB) Solid State Drive
23" FP Monitor
Intel Gigabit LAN 10/100/1000 Network Interface Card (NIC)
USB Windows keyboard
USB Optical mouse
Sound bar
Windows 10
64-bit Operating System

- E. Contractor shall use Industry Best Practices to secure and protect personal computer systems including but not limited to the use of virus protection, firewall, spyware and intrusion detection software and keep such software up to date with current recommended updates.
- F. Contractor shall keep all Personal Computer Operating Systems and third (3rd) Party Personal Computer Software patched with manufacturer recommended critical security patches.
- G. Contractor shall use Industry Best Practices to backup, secure and protect all data collected on personal computer systems on behalf of the Commonwealth. Contractor shall ensure that for all confidential or protected data that the Commonwealth requirements for encryption of data are met. Refer to Commonwealth Information Technology Policies Bulletins for Security at:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

- H. Personal Computers under this Contract that connect with Commonwealth Information Technology systems or that may during their lifecycles connect with those systems must comply with applicable standards published by the Commonwealth in their Information Technology Bulletins (IFBs) which can be found at the following location:

<https://itcentral.pa.gov/Pages/IT-Policies.aspx>

If there is a need to deviate from these standards/policies, Contractor seeking a waiver must contact the Project Officer.